

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

AIMEE WIGO et al.	:	
	:	CIVIL ACTION
v.	:	
	:	NO. 21-3327
ROCKWELL DEVELOPMENT GROUP	:	
LLC et al.	:	

ORDER

AND NOW, this 17th day of September, 2025, upon consideration of the Motion for Summary Judgment filed by Rockwell Development Group LLC, Rockwell Edgmont, LLC, Rockwell Edgmont II, LLC, Rockwell Homes, LLC, and Rockwell Custom, LP (collectively, “Rockwell”), (ECF No. 91), the Motion for Summary Judgment filed by Valley Forge Real Estate Group, LLC (“VFREG”), (ECF No. 90), and the Motion for Summary Judgment filed by Plaintiffs Aimee Wigo and Jessica Mazzeo, (ECF No. 92), as well as all documents and arguments submitted in support thereof and opposition thereto, it is **ORDERED** as follows.

1. Rockwell’s Motion for Summary Judgment is **GRANTED** as to: (i) Plaintiffs’ claim for discrimination under the Fair Housing Act in Count I, and (ii) Plaintiffs’ claim under the Catch-All Provision in Pennsylvania’s Unfair Trade Practices and Consumer Protection Law (“UTCPL”), 73 Pa. Stat. § 201-2(4)(xxi), in Count II except as to post-contractual representations regarding Plaintiffs’ decks. Rockwell’s Motion for Summary Judgment is otherwise **DENIED**.¹
2. VFREG’s Motion for Summary Judgment is **GRANTED** as to: (i) Plaintiffs’ claim under the UTCPL’s Catch-All Provision in Count II except as to post-contractual representations regarding Plaintiffs’ decks, and (ii) Plaintiffs’ negligent misrepresentation and/or concealment claim in Count IV except as to post-contractual representations regarding Plaintiffs’ decks. VFREG’s Motion for Summary Judgment is otherwise **DENIED**.

¹ Specifically, Rockwell’s Motion for Summary Judgment is denied as to: (i) Plaintiffs’ interference claim based on harassment under the Fair Housing Act in Count I, (ii) Plaintiffs’ claims under the Warranty and Repair Provisions of the UTCPL, 73 Pa. Stat. § 201-2(4)(xiv & xvi), as well as the deceptive practices claim under the Catch-All Provision, *id.* at § 201-2(4)(xxi), to the extent it is based on post-contractual representations regarding Plaintiffs’ decks, and (iii) Plaintiffs’ breach of contract claim in Count III.

3. Plaintiffs' Motion for Summary Judgment is **DENIED**.

BY THE COURT:

/s/ R. Barclay Surrick
R. BARCLAY SURRICK, J.